

or limited partners, excluding Mortgagor, AmReal Corporation, N. Barton Tuck, Jr. and U. S. Shelter, a Massachusetts business trust) for and recover judgment for the whole amount so due and unpaid together with costs and expenses, including reasonable compensation, expenses and disbursements of Mortgagee's agents and attorneys incurred in connection with such suit and any appeal in connection therewith; provided, however, that Mortgagee shall have the right, exercisable whenever it is deemed necessary or desirable by Mortgagee or its counsel, to join the Hutton Partnership in any litigation or other legal or equitable proceeding if such joinder is necessary or desirable under the laws of the State of South Carolina, solely for the purpose of obtaining jurisdiction over the Project and/or the Joint Venture, but Lender, its successors or assigns shall have no right to claim or pursue any equitable claim or any claim for damages of any nature whatsoever against, or to obtain or enforce a judgment against, the Hutton Partnership. Mortgagee shall be entitled to sue and recover judgment as aforesaid either before, after or during the pendency of any proceeding for the enforcement of this Mortgage, and the right of Mortgagee to recover such judgment shall not be affected by any taking, possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of the Mortgage, or the foreclosure of the lien hereof. Notwithstanding the foregoing, after this Mortgage is transferred to the Permanent Lender, Mortgagee shall have no right to sue Mortgagor, the Joint Venture or the Hutton Partnership (including the general or limited partners comprising the Hutton Partnership, AmReal Corporation, N. Barton Tuck, Jr. and U.S. Shelter, a Massachusetts business trust) for any amount due under the Note or this Mortgage, and such entities or persons shall have no personal liability therefor; provided, however, that nothing herein contained shall be deemed to limit the personal liability of Mortgagor for breach of the warranty of title contained in paragraph 1.03 of the First Mortgage.

(b) Provided that this Mortgage shall not yet have been assigned to Life of Georgia, in the event of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the sum secured hereby, Mortgagee shall be entitled to enforce payment of and to receive all amounts then